

ADDENDUM #2 NOTE: CHANGES ON THE TIME AND BID OPENING DATE
ADDENDUM #1 NOTE: CHANGES ON SECTIONS 2.1.3, 2.2.1, 3.12.1, ATTACHMENT (A) 1.2



NOTICE OF SOLICITATION

SERIAL 04132-RFP

REQUEST FOR PROPOSAL FOR: COBRA ADMINISTRATION PROVIDER

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2 3:00 P.M./M.S.T. on ~~OCTOBER 45 19, 2004~~ for the furnishing of the following for Maricopa County Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 04132-RFP REQUEST FOR PROPOSAL FOR COBRA ADMINISTRATION PROVIDER."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for Proposals must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED A <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER

INQUIRIES:

STEVE DAHLE
SENIOR PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3450

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 29, 2004, 9:00 AM AT THE MARICOPA COUNTY ADMINISTRATION BUILDING, 10TH FLOOR TOM SULLIVAN CONFERENCE ROOM, 301 W. JEFFERSON ST., PHOENIX, AZ 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

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NOTICE

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NO RESPONSE

Proposers not responding to this proposal are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 04132 -RFP"

Responses must be received **BY 2 3:00 P.M., OCTOBER 15 19, 2004**. Proposers failing to submit a proposal, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 04132-RFP

TITLE: COBRA ADMINISTRATION PROVIDER

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO PROPOSAL:

- _____ Insufficient time
- _____ Do not handle product/service
- _____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference.

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

THESE FORMS MAY BE LOCATED AT <http://www.maricopa.gov/materials>. M/WSBE PARTICIPATION FORMS.

SPECIFICATIONS ON REQUEST FOR PROPOSALS FOR: **COBRA ADMINISTRATION PROVIDER**

1.0 **INTENT:**

It is the intent of Maricopa County to solicit proposals for COBRA administration commencing January 1, 2005.

Administration is being provided for active and retired employees covered under the County healthcare plans.

The current contractor provides the notifications to participants when the County has a COBRA qualifying event occur and administration for all COBRA eligible participants who elect coverage. The initial notification letters upon hire and HIPAA certificates of creditable are not being administered by the current contractor. However, it is the intent of Maricopa County to include the initial notification letters as part of this proposal.

2.0 **SCOPE OF WORK:**

The Contractor will serve as the COBRA plan administrator for purposes of the initial notice, qualifying event notifications and ongoing COBRA administration. The County will notify the Contractor of new employees and dependents enrolled in a medical plan or a qualifying event and provide the status change information to the Contractor electronically or manually. The Contractor then issues the initial notice of COBRA rights and/or the election form to qualified beneficiaries, via first class mail, within 14 days from the date of notification from the Employer/qualified beneficiary.

2.1 The Contractor will perform the following COBRA administrative services:

- 2.1.1 Issue initial notifications within 5 business days from date of receipt of eligibility and enrollment information from Maricopa County.
- 2.1.2 Upon receipt of the election form from the qualified beneficiary, verify COBRA eligibility and establish a billing record.
- 2.1.3 Generate payment coupons for payment of premiums. Premium coupons **or invoices** will be mailed to the beneficiary based on the selection(s) indicated on the election form. Premium due dates will be established based upon the receipt of the election form.
- 2.1.4 Receive premium benefit subsidy from Arizona State Retirement System to offset the COBRA premium.
- 2.1.5 Receive premium checks from participants and record payment.
- 2.1.6 Forward all fully insured premiums to the appropriate vendors including a copy of the beneficiary's election form, and detail on enrollment, additions, changes and deletions within 5 business days of receipt. Forward all self funded plan premiums, and COBRA administrative charges (2%) to the County, with detailed reports within 5 business days following the end of the prior month.
- 2.1.7 Determine and track applicable maximum coverage periods based on qualifying events and continued COBRA eligibility.
- 2.1.8 Issue termination letters to qualified beneficiaries who fail to pay on a timely basis, fail to pay the full premium with the exception of insignificant shortfalls (10% or less than \$50), or upon the expiration of the maximum coverage period.
- 2.1.9 Issue letters for insignificant shortfall amounts due (10% or \$50).

- 2.1.10 Notify vendors and Maricopa County of terminations within 5 business days following the end of the grace period.
- 2.1.11 Periodically investigate/determine whether the qualified beneficiary has become, after the date of the election, covered by another group health plan or entitled to Medicare benefits. If so, research pre-existing conditions limitations under the other coverage and determine whether COBRA coverage should terminate.
- 2.1.12 Administer disability extensions.
- 2.1.13 Administer dependent qualifying events.
- 2.1.14 Provide eligibility information to vendors within 5 business days from receipt of information and payment.
- 2.1.15 Issue notice of conversion rights letters during the last 180 days prior to COBRA termination date, if applicable, under their coverage option.
- 2.1.16 At month end, provide management report(s) to the Employer electronically in Excel or Excel compatible format for purposes of accounting and reporting of premium payment/eligibility status to health plan providers. The reports should include participant name, social security number or alternative ID number, Employee ID number, termination date, termination reason, reports broken out by plan (medical, dental, etc.) and the coverage category chosen.
- 2.1.17 Notify COBRA participants regarding changes to contribution rates.
- 2.1.18 Handle all participant calls and resolve disputes.
- 2.2 **MINIMUM REQUIREMENTS:**
 - 2.2.1 Must accept Maricopa County's electronic eligibility file formatted to their specifications. Please see ~~Attachment D~~ **Exhibit 2**.
 - 2.2.2 Must provide a minimum of a three-year guarantee on the rates quoted.
 - 2.2.3 Must administer COBRA within all regulatory standards and stay in full compliance with all regulations.
 - 2.2.4 Must provide comprehensive tracking system for COBRA participants (including eligibility, qualifying events, elections, billings, payments, terminations, rights of conversion, reporting, etc.).
 - 2.2.1 Must conduct annual open enrollment for COBRA participants including forwarding plan changes, premium change information; process open enrollment changes and notify carriers of the changes.
 - 2.2.2 Must supply and pay for all printed employee communication materials and postage costs.
 - 2.2.3 Must comply with all aspects of and requirements for HIPAA compliance.
 - 2.2.4 Must be able to use an alternative ID number if the participant does not want to use his/her social security number as his/her identifier.
 - 2.2.5 Must be able to accept Maricopa County's eligibility and enrollment file format.

2.3 REFERENCES

Bidders must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be the name of government or company, individual to contact, e-mail address, phone number and mailing address (see attachment C). Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

If we are unable to contact your reference due to outdated or incorrect information then that reference will be thrown out and may affect the results of the review of your proposal.

2.4 TAX:

No tax shall be levied against labor. Proposal pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.5 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.6 USAGE REPORT

The Contractor shall furnish the County a Quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a Three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of Three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.3.3 **Insurance Requirements.**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.3.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.3.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.3.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.3.4 Certificates of Insurance.

3.3.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.3.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.6 SCHEDULE OF EVENTS

Request for Proposals Issued: **SEPTEMBER 10, 2004**
 Deadline for written questions (72 hours after Pre-Proposal meeting). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to (SDAHLE@MAIL.MARICOPA.GOV) and be received by 11:00 AM Arizona time. All addenda, questions and answers will be posted to www.maricopa.gov with the original solicitation.

Deadline for submission of proposals is ~~2~~ **3:00 P.M., MST, on OCTOBER 19, 2004**. All proposals must be received before ~~2~~ **3:00 P.M.** on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

Proposed review of Proposals and short list decision: **NOVEMBER 1, 2004**

Proposed Proposer presentations: (if required) **NOVEMBER 15, 2004**

Proposed selection and negotiation: **NOVEMBER 22, 2004**

Proposed Best & Final (if required) **NOVEMBER 22, 2004**

Proposed award of Proposal: **DECEMBER 15, 2004**

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Proposer by parties other than the county.

3.7 PRE PROPOSAL CONFERENCE

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 29, 2004, 9:00 AM AT THE MARICOPA COUNTY ADMINISTRATION BUILDING, 10TH FLOOR TOM SULLIVAN CONFERENCE ROOM, 301 W. JEFFERSON ST., PHOENIX, AZ 85003

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

PAT VANCIL, EMPLOYEE HEALTH INITIATIVES MANAGER, 602-372-2837
(pvancil@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one (1) original (labeled) PLUS ONE ELECTRONIC COPY ON A CD and Five (5) copies of their proposal. **Proposers are to address proposals identified with return address, serial number and title in the following manner:**

**Maricopa County Department of Materials Management
320 W. Lincoln St.
Phoenix, AZ 85003**

**SERIAL 04132 – RFP
COBRA ADMINISTRATION PROVIDER**

Proposals must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

3.10 EXCEPTIONS TO THE SOLICITATION:

The Proposer shall identify and list all exceptions taken to all sections of 04132 – RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Proposer's exception. The Proposer will list these exceptions in the Best and Final Proposal under the heading, "Exception to the PROPOSAL

Solicitation, SERIAL 04132 - RFP.” Exceptions that surface elsewhere and that do not also appear under the heading, “Exception to the PROPOSAL Solicitation, SERIAL 04132 - RFP,” shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.

3.11 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

3.12 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below: (All proposals are limited to 200 pages, single sided and 12 point font).

3.12.1 Letter of Transmittal (Exhibit 2 1)

3.12.2 Table of Contents

3.12.3 Short introduction and summary – This section shall contain an outline of the general approach utilized in the proposal.

3.12.4 Proposal – Your proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing your best offer. Additional related services should be incorporated into the proposal, if applicable.

3.12.5 Personal Qualifications – All personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.

3.12.6 Proposal exceptions

3.12.7 Pricing (Attachment A)

3.12.8 Agreement (Attachment B)

3.12.9 References (Attachment C)

3.12.10 Vendor Information (Attachment D)

3.12.11 Questionnaire (Attachment E)

3.13 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County’s option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be

conducted, as needed, with the highest rated Proposer(s). Proposals will be evaluated on the following criteria which are listed in RANK order.

3.13.1 Firms proven skills and technical competence.

3.13.2 Response to Questionnaire (Attachment E)

3.13.3 Price of services.

3.13.4 Credential of management staff.

3.14 POST AWARD MEETING:

The successful Proposer(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of the Contract.

NOTE: PROPOSERS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

**ATTACHMENT A
(PRICING)**

SERIAL 04132-RFP

PRICING SHEET **S07 39 11 / B0604228/ NIGP 94807**

BIDDER NAME: _____
F.I.D./VENDOR #: _____
BIDDER ADDRESS: _____
P.O. ADDRESS: _____
BIDDER PHONE #: _____
BIDDER FAX #: _____
COMPANY WEB SITE: _____
COMPANY CONTACT (REP): _____
E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____
NET 15 _____
NET 20 _____
NET 30 _____
NET 45 _____
NET 60 _____
NET 90 _____
2% 10 DAYS NET 30 _____
1% 10 DAYS NET 30 _____
2% 30 DAYS NET 31 _____
1% 30 DAYS NET 31 _____
5% 30 DAYS NET 31 _____

1.0 PRICING:

YEAR 1 YEAR 2 YEAR 3

1.1 FLAT MONTHLY RATE \$ _____ \$ _____ \$ _____ PER MONTH
OR

1.2 RATE PER ~~EMPLOYEE~~ **PARTICIPANT** \$ _____ \$ _____ \$ _____ PER ~~EMPLOYEE~~ **PARTICIPANT**

YEAR 4 YEAR 5 YEAR 6

1.3 MAXIMUM INCREASE _____% _____% _____% PERCENTAGE

ATTACHMENT B

AGREEMENT

The Proposers hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 FIRM SUBMITTING PROPOSAL

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: _____

DOING BUSINESS AS (IF APPLICABLE): _____

FEDERAL TAX ID NUMBER: _____ MARICOPA COUNTY VENDOR NUMBER: _____

OWNERSHIP STATUS: INDIVIDUAL/ SOLE PROPRIETOR: _____ CORPORATION: _____ PARTNERSHIP: _____ OTHER: _____

CORPORATE ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

WEB SITE ADDRESS: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____
 _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____
 _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____
 _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8707 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

 PRINTED OR TYPED NAME

 TITLE

 SIGNATURE

 DATE

ATTACHMENT D (CONTINUED NEXT PAGE)



Form W-9.doc

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



ATTACHMENT E - BID QUESTIONNAIRE
Questions

1. Do you agree to provide recordkeeping and COBRA administration services in exact accordance with the specifications contained herein? If so, please confirm. If not, please specify and describe fully all departures from the specifications.
2. Is there any portion of the Scope of Work you can't perform? If so, please explain.
3. Can you accept Maricopa County's electronic eligibility file formatted to their specifications outlined in Attachment D?
4. Are you providing a three-year rate guarantee? Are you providing a maximum rate increase following your rate guarantee? Please explain.
5. Do you agree to administer COBRA within all regulatory standards and stay in full compliance with all regulations?
6. Describe your internal audit or quality control procedures and the steps you take to ensure that employer services are provided accurately, timely and efficiently. How do you monitor client satisfaction? What do you do with the results and findings?
7. Please describe your quality assurance program for elections, billings, payments and other critical data entered into your system.
8. Please describe your quality assurance goals.
9. List by name and covered lives five large corporate employers (at least 1,000 lives) for which you currently administer COBRA. Included must be name of government or company, individual to contact, e-mail address, phone number and mailing address.
10. Describe the financial relationship your company has with any other organizations (i.e. owned by insurance company, etc.). How long has your organization provided COBRA administration services?
11. Will you provide a customized administration manual for the Employer (to include instructions for the employer and guidelines with respect to fee payment, data transfer, contacts for inquiries, COBRA interpretation, regulatory issues, etc.)?
12. Please indicate the address of the facility where COBRA administration would be provided and the name and qualifications of individuals responsible for implementation and management of services.
13. Please provide a description/flow chart for your COBRA administration system.
14. Please provide samples of your management reports and an explanation of the coding and contents.
 - A Provide a detailed list (including samples) of additional statistical reports which are or can be routinely provided within the basic service agreement. How frequently are these reports provided?
 - B Provide a detailed list (including samples) of additional reports which can be provided on an "as requested" basis, including the cost, if any, to provide each.
 - C Can these reports be provided electronically? Please provide a list of the reports and indicate which reports can be provided electronically and which cannot.
15. Do you agree to cooperate with any outside firm contracted by the Employer to perform an on-site audit, providing records and supporting documentation as requested, at no cost to the County?
16. Please describe the options available for electronic transfer of information regarding qualifying events.

17. Provide a sample copy of each communication piece including letters, notifications and forms sent to employees and participants. Can any of the employee communication pieces describing COBRA regulations and events be provided to the County electronically for them to post on their Intranet website? Please indicate which communication pieces are available electronically for the County's use.
18. How do you train your internal staff to keep up with changes and compliance to the COBRA regulations? How do you monitor that they are administering COBRA correctly?
19. Can you do electronic fund transfers from participant checking accounts to receive payment on a monthly basis for their COBRA premiums?
20. Can you accept debit and/or credit card payments?
21. Are you willing to work with and resolve issues surrounding the Arizona State Retirement System to help the employee obtain their premium benefit (subsidy) payment?
22. Please describe your policy and procedure for handling complaints, problems, resolutions, and follow-up.
23. Explain your grievance procedures and appeals process.
24. Please describe how and when participants can contact you to check on the status of their payments, period of COBRA coverage, etc. Is there an 800 phone numbering available? Is there a website available for participants? Please explain.
25. How do you communicate with participants who speak a language other than English?
26. Please describe your customer service tracking system.
27. Please provide a list of all office location(s) and functions handled by each location.
28. Please provide the name, mailing address, phone, fax number and e-mail address of the account executive that would be assigned to Maricopa County.
29. Please provide an entire list of Arizona based clients with 200+ employees currently using your services for COBRA administration.
30. Please outline for us anything that you feel makes your service unique in the business of COBRA administration.
31. Do you mail notifications by first class mail or do you require notifications be sent via another class of service delivery? Please explain.
32. Please provide a copy of your most recent financial statement.
33. What are your service goals?
34. What performance guarantees are you willing to offer Maricopa County to assure the quality and timeliness of your service?
35. Are you willing to put any money at risk if you fail to meet the guarantee?
36. Can you provide annual on-site training on COBRA regulations and administration to Maricopa County employee benefits staff? If so, assuming the County would like one annual full day session - is there an additional cost or is this provided in your proposed pricing?
37. Do you have email capabilities to communicate with both the participant and Maricopa County? If so, do you send your email in a secure fashion? Do you use encryption?

EXHIBIT 1

LETTER OF TRANSMITTAL
(To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management
320 West Lincoln,
Phoenix, Arizona 85003

Re: RFP 04132

To Whom It May Concern:

The undersigned, _____ (herein referred to as the "Offeror"), hereby submits its response to your Request for Proposal dated _____, and agrees to supply and furnish to you, all in accordance with the Scope of Work and conditions that are detailed in said Request for Proposal.

Offeror hereby acknowledges and recognizes that, if this proposal is accepted by the Maricopa County, such acceptance will form a contract, and that Offeror shall thereupon be contractually obligated to carry out its responsibilities respecting the services described

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

EXHIBIT 2

FUNCTIONAL DESCRIPTION

This file is comma delimited. If a data value does not exist for a specific fieldname a comma is included as the place holder.

RECORD/FILE LAYOUTS

Field name	Size	Comments
Employee ID	9	
SSN	9	This is always the SSN of the employee.
ALT_ID	9	Alternate ID
AZ_ALT_ID	9	AZ Alternate ID (UCC)
Employee/Dependent Indicator	9	E - Employee- D - Dependent
Last Name	20	
First Name	20	
Middle Initial	1	
Suffix	5	Alphabetic
COBRA Event Dt	8	YYYYMMDD
Date of loss of coverage	8	YYYYMMDD
Employment Status Date	8	YYYYMMDD
Employment Status	1	T - Termed
Pay Ending Date	8	YYYYMMDD
Medical Plan	3	101 – CIGNA HMO 102 – CIGNA POS 103 – CIGNA PPO 104 – HealthSelect
Medical Coverage Code	3	1 – Employee 2 – Employee/Spouse 3 – Employee/Children 4 – Employee/Family
Dental Plan	3	201 – Employers Dental Service 202 – United Concordia
Dental Coverage Code	3	1 – Employee 2 – Employee/Spouse 3 – Employee/Children 4 – Employee/Family
Mariflex User Balance	6	9999V99
Mariflex Deduction Amount	6	9999V99
Gender	1	"F" or "M"
Birth Date	8	YYYYMMDD
Street Address	30	
City	30	
State	2	
ZIP Code	9	
Phone Number	10	
Relationship	2	Alphanumeric
COBRA Event causing loss of coverage	3	Alphanumeric

EXHIBIT 3**2003 MONTHLY ENROLLMENT SUMMARY**

Month	CIGNA			Health Select	United Concordia	Employer's Dental Service
	HMO	POS	PPO			
January '3	29	160	10	25	140	56
February '3	31	165	11	28	146	58
March '3	32	174	13	29	147	62
April '3	25	142	13	25	123	47
May '3	25	154	14	32	133	50
June '3	26	158	16	33	139	49
July '3	25	189	15	31	131	46
August '3	31	161	21	37	152	54
September '3	32	192	30	41	175	62
October '3	28	179	29	38	160	60
November '3	32	191	34	44	182	69
December '3	32	185	36	45	181	66

2004 ENROLLMENT SUMMARY

Month	CIGNA			Health Select	United Concordia	Employer's Dental Service	Avesis (Vision Only)
	HMO	POS	PPO				
January '4	35	171	29	42	164	58	1
February '4	35	163	26	43	165	55	1
March '4	35	155	24	43	155	51	1
April '4	35	147	14	45	157	43	1
May '4	39	155	15	46	161	46	1
June '4	40	154	16	45	160	42	3
July '4	38	153	18	53	163	45	4

Total number of enrollments = 289 for July 2004 (per enrollment register)

History of Medical Enrollments

EXHIBIT 4 04132-RFP

	Jan-01	Jan-02	Jan-03	Jan-04
Active CIGNA HMO	1076	1471	1979	2492
Active CIGNA POS	8472	8106	7218	6642
Active CIGNA PPO	0	0	240	307
Active Hlt Select	2141	2484	2042	3252
Active Medical Plan Totals	11689	12061	11479	12693
Active United Concordia	7768	7900	8336	8585
Active EDS	3543	3814	3559	3599
Active Dental Plan Totals	11311	11714	11895	12184
COBRA CIGNA HMO			29	35
COBRA CIGNA POS			160	171
COBRA CIGNA PPO			10	29
COBRA Health Select			25	42
COBRA Medical Plan Totals	0	0	224	277
COBRA United Concordia	180	114	140	164
COBRA EDS			56	58
COBRA Dental Plan Totals	180	114	196	222
Retirees HMO	7	18	12	10
Retirees POS	197	263	266	261
Retirees PPO	0	0	1	1
Retirees Senior Plan	13	39	62	69
Retiree Medical Plan Totals	217	320	341	341
Retirees United Concordia	0	0	0	17
Dental Plan Totals	0	0	0	17

Average Number of Initial COBRA 255
Notices Including Qualifying
events (Monthly)